

EXHIBIT 1



DISTRICT COURT OF MARYLAND FOR

LOCATED AT (COURT ADDRESS)

501 East Fayette Street, Baltimore, MD 21202

CV

CASE NO.
D-01-CV-25-012665

PARTIES

Plaintiff - Name Address, Telephone Number

MAGNUM MACHINES INC
30 North Gould Street, Suite R
Sheridan, WY 82801

VS.

Defendant(s) - Name, Address, Telephone Number

1.
DIMET USA INC.
541 Jefferson Avenue, Suite 100
Redwood City, CA 94063

Serve by:

- ☐ Certified
Mail
☒ Private
Process
☐ Constable
☐ Sheriff

Serve by:

- ☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

Serve by:

- ☐ Certified
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☐ Private
Process
☐ Constable
☐ Sheriff

Serve by:

- ☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

William S. Heyman, 201 N Charles Street, Suite
1100, Baltimore, MD 21201, AIS 9412140050

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

☐ \$5,000 or under ☒ over \$5,000

Clerk: Please docket this case in an action of ☐ contract ☐ tort ☒ replevin

☐ detinue ☐ bad faith insurance claim ☐ consumer debt (original creditor)

The particulars of this case are:

See attached Complaint.

(See Continuation Sheet)

☐ I am interested in trying to resolve this dispute through mediation/ADR.
(You will be contacted about ADR services after the defendant is served.)

The plaintiff claims:

Principal: \$

Pre-judgment interest at the ☐ legal rate ☐ contractual rate, calculated at
_____% , from _____ to _____
(_____ days x \$ _____ per day)

Total Principal + pre-judgment interest: \$

Post-judgment interest at the ☐ legal rate ☐ contractual rate until
_____, legal rate thereafter ☐ waived

and attorney's fees of \$ _____ plus court costs.

☒ Return of the property valued at \$ 1,576,496.00 and damages of
\$ excess of 75,000 for its detention in an action of replevin.

☐ Return of the property, or its value, \$ _____ and damages
of \$ _____ for its detention in action of detinue.

☐ Other: _____

and demands judgment for relief.

/s/William S. Heyman

Signature of Plaintiff/Attorney/Attorney Code

9412140050

Attorney Number

Printed Name: William S. Heyman

Address: 201 N Charles Street, Suite 1100, Baltimore, MD 21201

Telephone: (410) 762-0141

Fax: (410) 762-0142

E-mail: wheyman@heymanfirm.com

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) _____ is/are in the military service.

☐ Verified through DOD at:
<http://scra.dmde.osd.mil/>

☒ No defendant is in the military service. The facts supporting this statement are: Defendant is an entity.

Specific facts must be given for the court to conclude that each defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in this Affidavit are true and correct to the best of my knowledge, information, and belief.

2/27/2025

Date

/s/William S. Heyman

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

The attached documents contain sufficient detail as to liability and damage to notify the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet ☐ Vouchers ☐ Check ☐ Other written document ☐ _____ ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ plaintiff ☐ _____ of the plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this document are true.

Date

DC-CV-001 (front) (Rev. 10/01/2023)

Signature of Affiant

CMPET

NOTICE TO DEFENDANT Before Trial

This complaint contains the details of the plaintiff's claim against you and the relief that the plaintiff (the person or company suing you) seeks. The plaintiff has the burden to provide evidence to prove their case at trial. If the plaintiff has completed the affidavit portion of the complaint form, the evidence should be attached to the complaint.

You may hire your own attorney. If you're not able to hire an attorney, you can get legal help from an attorney through a **Maryland Court Help Center**. Court locations are open Monday to Friday from 8:30 a.m. to 4:30 p.m. Help is available by phone at 410-260-1392 or by live chat Monday through Friday from 8:30 a.m. to 8:00 p.m. For Help Center locations, visit: mdcourts.gov/helpcenter.

Court staff, including clerks are not permitted to give you legal advice. If you have any questions, you should consult the Maryland Court Help Center or your own attorney.

If you wish to contest (fight) the claim, you must file the Notice of Intention to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two (2) weeks before the trial date to request subpoenas, and you should bring to court on the trial date all evidence you want the court to consider. **If you don't bring your evidence to the hearing, the judge can't consider it.**

If you do nothing, a judgment could be entered against you that may result in a lien on your property, garnishment of your wages, and freezing your bank account.

You may request a remote hearing. For more information about remote hearings, visit mdcourts.gov/district/remotehearings or contact the court (mdcourts.gov/district/directories/courtmap). If you do not attend the hearing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. Ask the court for a new trial by filing a Motion for a New Trial within **ten (10) days** after the entry of judgment, stating your reasons clearly. If the court denies your motion, you may still file an appeal; if the court grants your motion, you must appear in the District Court for a new trial.
2. Ask the court to change the judgment by filing a Motion to Alter or Amend the Judgment within **ten (10) days** after the entry of judgment.
3. Ask the court to change or undo the judgment by filing a Motion to Revise or Vacate the Judgment within **30 days** after the entry of judgment.
4. **APPEAL** to the circuit court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees - DCA-109A), unless the court determines that you are indigent. If the amount of the claim, not including court costs, interest, and attorney's fees, was \$5,000 or less, you will have a new trial in the circuit court. If the amount of the claim was more than \$5,000, you will also have to order and pay for a transcript of the District Court trial record by contacting the District Court clerk's office (see Transcripts & Recordings Brochure - DCA-027BR).

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the plaintiff or plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the plaintiff or plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Judgment Debtor Information Sheet:** You may receive form CC-DC-CV-114 from the plaintiff requesting information about your income and debts. If you complete the form accurately and return it to the creditor as indicated, you will not have to answer interrogatories or appear for an oral examination for at least a year from the date of judgment. **NOTE:** A Judgment Debtor Information Sheet may not be used to enforce a money judgment resulting from a small claims action (amount sued for was \$5,000 or less, exclusive of interest, costs, and attorney's fees).
2. **Interrogatories:** These are written questions. You must answer these written questions about your income and assets in writing under penalties of perjury. **NOTE:** Interrogatories may not be used to enforce a money judgment resulting from a small claims action (amount sued for was \$5,000 or less, exclusive of interest, costs, and attorney's fees).
3. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income. **NOTE:** An oral examination may not be used to enforce a money judgment resulting from a small claims action (amount sued for was \$5,000 or less, exclusive of interest, costs, and attorney's fees).
4. **Writ of Execution:** This document requires the sale or seizure of any of your possessions. Some of your property or possessions may be protected from the writ. These exemptions are explained in detail on the reverse side of the Writ of Execution form DC-CV-040. The court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
5. **Garnishment of Property:** The court may issue a writ freezing your bank account or holding your assets until further court proceedings.
6. **Garnishment of Wages:** The court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. Court staff are not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: mdcourts.gov/district/public_brochures or mdcourts.gov/legalhelp/moneyissues

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: mdcourts.gov/reference/scra.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

MAGNUM MACHINES INC
30 North Gould Street
Suite R
Sheridan, WY 82801

Plaintiff,

v.

DIMET USA INC.
541 Jefferson Avenue
Suite 100
Redwood City, CA 94063

Defendant.

IN THE

DISTRICT COURT OF MARYLAND

FOR

BALTIMORE CITY

CASE NO: _____

VERIFIED COMPLAINT

Plaintiff, Magnum Machines Inc, (hereinafter “Plaintiff” or “Magnum”) by its undersigned attorneys, sues Defendant, Dimet USA Inc. (hereinafter, “Defendant” or “Dimet”) for replevin in accordance with Rule 12-601(a), and as cause states as follows:

PARTIES

1. Magnum is a corporation that is incorporated in Wyoming and maintains its principal place of business in Sheridan, Wyoming.

2. Dimet is a corporation that is incorporated in Delaware and maintains its principal place of business in Redwood City, California. However, at all times relevant to this action, Dimet maintained its corporate warehouse and did business in Baltimore, Maryland.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to Md. Code Ann., Cts. & Jud. Proc. §§ 4-201 and 4-401(2).

4. This Court has personal jurisdiction pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-103((b)(1).

5. Venue is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-202(4) as the property at issue is located in Baltimore City.

FACTUAL ALLEGATIONS

6. Magnum and Dimet are both engaged in selling industrial lifting electromagnets, grapples, and related products.

7. Between December 20, 2022, and September 9, 2024, Dimet submitted a series of ten (10) purchase orders to Magnum for industrial lifting electromagnets, grapples, and related products (collectively, the “Goods”), for which Magnum issued and sent Dimet a corresponding invoice in each instance.

8. Each of the Goods at issue is specifically identified and described on those invoices, a true copy of which is attached as Exhibit A.

9. In each instance, Magnum shipped those Goods from overseas, had them delivered to Dimet’s warehouse (the “Warehouse”), and transferred ownership to Dimet.

10. The Warehouse is managed by S. H. Bell Company Patapsco (“S.H. Bell”) and is located at 1200 East Patapsco Ave, Baltimore, MD 21225.

11. In each instance, Magnum shipped the Goods to the Warehouse with a straight, non-negotiable bill of lading.

12. In each instance, the Goods were delivered to the Warehouse, where they were accepted by S.H. Bell.

13. Payment for the Goods was due upon each delivery in accordance with MD Code, Commercial Law § 2-310 (a) & (c).¹

¹ This provision provides, in pertinent part:

Unless otherwise agreed

14. As set forth in the spreadsheet below, despite demand for payment being made by Magnum upon delivery of the Goods, Dimet has completely failed to pay Magnum for the Goods that were billed for in Invoices 2023101, 2023102, 2023103, 2023104, 2023105, 2023106, 2023107, and 202410, each of which was sent to Dimet by Magnum following their issuance:

Inv. #	Delivered Goods	Amt	Price	Total
2023101	Scrap magnet 41", 1050mm, 75% Duty cycle	3	8,347	25,041
	Scrap magnet 45", 1150mm, 75% Duty cycle	3	9,969	29,907
	Scrap magnet 53", 1350mm, 75% Duty cycle	3	15,418	46,254
	Scrap magnet 57", 1450mm, 75% Duty cycle	2	18,664	37,328
	Scrap magnet 73", 1850mm, 75% Duty cycle	1	29,847	29,847
Total				*168,377
2023102	Electromagnet 1050 mm	4	8,240	32,960
	Electromagnet 1150 mm	5	9,842	49,210
	Electromagnet 1250 mm	5	12,245	61,225
	Electromagnet 1450 mm	1	18,425	18,425
	Lifting hydraulic grapple DS600L-4-HO	1	25,747	25,747
	Hydraulic cylinder for grapple	5	1,733	8,665
	Tine tip for grapple	20	98	1,960
	Tine for grapple 45x130 - 6061239	3	60	180
	Tine for grapple 45x175 - 6061302	3	63	189
	Tine for grapple 60x235 - 6061676	3	120	360
	Protection for hydraulic cylinder	5	54	270
	Rotomatic ring - 2669603	6	39	234
	High pressure hose Kappa-flex Rock 2SN-K DN 8mm 0.42m	5	72	360
	High pressure hose Kappa-flex Rock 2SN-K DN 8mm 0.48m	5	72	360

(a) Payment is due at the time and place at which the buyer is to receive the goods even though the place of shipment is the place of delivery; and

...

(c) If delivery is authorized and made by way of documents of title otherwise than by subsection (b) then payment is due regardless of where the goods are to be received (i) at the time and place at which the buyer is to receive delivery of the tangible documents or (ii) at the time the buyer is to receive delivery of the electronic documents and at the seller's place of business or if none, the seller's residence...

MD Code, Commercial Law § 2-310 (a) & (c).

	Connecting fitting - M18x1,5mm	10	5	<u>50</u>
Total				200,195
2023103	Scrap magnet 45", 1150mm, 75% Duty cycle	1	9,842	9,842
	Scrap magnet 49", 1250mm, 75% Duty cycle	9	12,245	110,205
	Scrap magnet 57", 1450mm, 75% Duty cycle	3	18,425	<u>55,275</u>
Total				175,322
2023104	Scrap magnet 45", 1150mm, 75% Duty cycle	4	9,842	39,368
	Scrap magnet 49", 1250mm, 75% Duty cycle	4	12,245	48,980
	Scrap magnet 53", 1350mm, 75% Duty cycle	3	15,221	45,663
	Scrap magnet 57", 1450mm, 75% Duty cycle	2	18,425	<u>36,850</u>
Total				170,861
2023105	Scrap magnet 45", 1150mm, 75% Duty cycle	3	9,842	29,526
	Scrap magnet 49", 1250mm, 75% Duty cycle	3	12,245	36,735
	Scrap magnet 53", 1350mm, 75% Duty cycle	4	15,221	60,884
	Scrap magnet 57", 1450mm, 75% Duty cycle	3	18,425	<u>55,275</u>
Total				182,420
2023106	Scrap magnet 41", 1050mm, 75% Duty cycle	5	8,195	40,975
	Scrap magnet 45", 1150mm, 75% Duty cycle	4	9,788	39,152
	Scrap magnet 49", 1250mm, 75% Duty cycle	4	12,178	48,712
	Scrap magnet 53", 1350mm, 75% Duty cycle	1	15,137	15,137
	Scrap magnet 57", 1450mm, 75% Duty cycle	1	18,324	18,324
	Scrap magnet 61", 1550mm, 75% Duty cycle	1	22,193	<u>22,193</u>
Total				184,493
2023107	Scrap magnet 41", 1050mm, 75% Duty cycle	5	8,269	41,345
	Scrap magnet 45", 1150mm, 75% Duty cycle	4	9,877	39,508
	Scrap magnet 49", 1250mm, 75% Duty cycle	3	12,289	36,867
	Scrap magnet 53", 1350mm, 75% Duty cycle	1	15,275	15,275
	Scrap magnet 57", 1450mm, 75% Duty cycle	2	18,490	36,980
	Scrap magnet 61", 1550mm, 75% Duty cycle	1	22,395	<u>22,395</u>
Total				192,370
2024101	Scrap magnet 41", 1050mm, 75% Duty cycle	4	8,275	33,100
	Scrap magnet 49", 1250mm, 75% Duty cycle	3	12,297	36,891
	Scrap magnet 49", 1250mm with lifting beam, 75% Duty cycle	1	13,950	13,950
	Scrap magnet 53", 1350mm, 75% Duty cycle	2	15,285	30,570

Scrap magnet 57", 1450mm, 75% Duty cycle	2	18,503	37,006
Scrap magnet 61", 1550mm, 75% Duty cycle	1	22,411	22,411
Hydraulic Grapple DS800L-4-HO	1	26,100	26,100
Rectifier PN-500-3-G2-100A	3	3,800	11,400
Total			211,428
TOTAL UNPAID INVOICES			<u>\$ 1,485,466</u>

* Corrects mathematical error on the invoice, which recited an incorrect total amount due of \$164,818.

15. As set forth in the spreadsheet below, Dimet has made only partial payments to Magnum for the Goods that were billed in Invoices 2022107 and 2024102, which payments were applied to individual Goods as closely as possible, as follows:

Inv. #	Delivered Goods	Amt	Price	Total	Amt Paid	Units Paid	Unpaid
2022107	Scrap magnet 41", 1050mm, 75% Duty cycle	5	7,800	39,000		-5	
	Scrap magnet 45", 1150mm, 75% Duty cycle	5	9,200	46,000			
	Scrap magnet 49", 1250mm, 75% Duty cycle	5	11,300	56,500		-5	
	Scrap magnet 57", 1450mm, 75% Duty cycle	1	17,000	17,000			
	Transportation	1	20,000	<u>20,000</u>		-1	
Total				178,500	(115,900)		<u>62,600</u>
2024102	Scrap magnet 36", 900mm, 75% Duty cycle	2	7,563	15,126		-2	
	Lifting magnet 60-40-37, 75% Duty cycle	1	3,544	3,544		-1	
	Lifting Beam for scrap magnet 10- 085-01	2	1,030	2,060			
	Hydraulic Grapple DS800L- HO	1	5,300	5,300			

Hydraulic Grapple DS1000L-4-HO	2	5,350	10,700		
Hydraulic Grapple DS1000L-HO	2	5,350	<u>10,700</u>		
Total			<u>47,430</u>	(19,000)	<u>28,430</u>
TOTAL PARTLY PAID INVOICES			\$225,930	(134,900)	<u>\$ 91,030</u>

16. Accordingly, the total value of the delivered Goods that Dimet has failed to pay Magnum totals **\$1,576,496** (\$1,485,466 unpaid invoices + \$91,030 partly paid invoices).

17. The following is a complete listing of all the delivered Goods that Dimet has failed to pay Magnum for and their corresponding value:

Delivered Goods	Quantity	Paid	Unpaid	Value
Scrap magnet 41", 1050mm, 75% Duty cycle	22	-5	17	\$140,461
Scrap magnet 45", 1150mm, 75% Duty cycle	24		22	\$233,303
Scrap magnet 49", 1250mm, 75% Duty cycle	31	-5	26	\$318,390
Scrap magnet 49", 1250mm with lifting beam, 75% Duty cycle	1		1	\$13,950
Scrap magnet 53", 1350mm, 75% Duty cycle	14		14	\$213,783
Scrap magnet 57", 1450mm, 75% Duty cycle	16		15	\$294,038
Scrap magnet 61", 1550mm, 75% Duty cycle	3		3	\$66,999
Scrap magnet 73", 1850mm, 75% Duty cycle	1		1	\$29,847
Electromagnet 1050 mm	4		4	\$32,960
Electromagnet 1150 mm	5		5	\$49,210
Electromagnet 1250 mm	5		5	\$61,225
Electromagnet 1450 mm	1		1	\$18,425
Lifting hydraulic grapple DS600L-4-HO	1		1	\$25,747
Hydraulic cylinder for grapple	5		5	\$8,665
Hydraulic Grapple DS800L-4-HO	1		1	\$26,100
Hydraulic Grapple DS800L-HO	1		1	\$5,300
Hydraulic Grapple DS1000L-4-HO	2		2	\$10,700
Hydraulic Grapple DS1000L-HO	2		2	\$10,700
Tine tips for grapple	20		20	\$1,960
Tine for grapple 45x130 - 6061239	3		3	\$180
Tine for grapple 45x175 - 6061302	3		3	\$189
Tine for grapple 60x235 - 6061676	3		3	\$360

Protection for hydraulic cylinder	5	5	\$270
Rotomatic ring - 2669603	6	6	\$234
High pressure hose Kappa-flex Rock 2SN-K DN 8mm 0.42m	5	5	\$360
High pressure hose Kappa-flex Rock 2SN-K DN 8mm 0.48m	5	5	\$360
Connecting fitting - M18x1,5mm	10	10	\$50
Rectifier PN-500-3-G2-100A	3	3	\$11,400
Lifting Beam for scrap magnet 10-085-01	2	2	\$2,060
			<hr/> *\$1,577,226

* Discrepancy of \$730 between total due on invoices and total value of unpaid Goods is due to overage from partial payments (\$400 as to Inv. 2022107 and \$330 as to Inv. 2024102) after their application to charges for specific Goods.

COUNT I
(Replevin)

18. Plaintiff reincorporates and realleges the averments contained in paragraphs 1 to 12 as if they were fully set forth herein.

19. Magnum has demanded that Dimet return the Goods that it has received delivery of but failed to pay for, but Dimet has refused Magnum's demand.

20. Dimet has unjustly detained the Goods to which Magnum is entitled to immediate possession pursuant to MD Code, Commercial Law § 2-507(b), which provides that "[w]here payment is due and demanded on the delivery to the buyer of goods or documents of title, his right as against the seller to retain or dispose of them is conditional upon his making the payment due."

21. Upon information and belief, the Goods that Magnum delivered to Dimet remain located at the Warehouse but immediate action is required as they may be in the process of being sold by Dimet.

WHEREFORE, Plaintiff Magnum Machines Inc demands that the Court: (a) promptly schedule a hearing with prior notice to Defendant Dimet USA Inc., demanding that Defendant come forth to show cause why a writ of replevin should not be issued for immediate seizure and

delivery of the Goods to Plaintiff upon its posting of a bond, (b) grant an injunction prohibiting the use, disposition, encumbrance, or preservation of the Goods until seizure under the writ, and (c) grant judgment against Defendant for recovery of possession of the Goods worth in excess of Seventy-Five Thousand Dollars (\$75,000) and damages for the Goods' wrongful detention, with interest and costs.

VERIFICATION

I, Latchezar Loultchev, president of Magnum Machines Inc, solemnly affirm under the penalties of perjury that the contents of the foregoing Verified Complaint are true to the best of my knowledge, information, and belief.



Latchezar Loultchev

Respectfully submitted,

/s/William S. Heyman

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/s/Daniel B. Snellings, Jr.

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Magnum Machines Inc*